



Terms & Conditions

Thank you for booking with Red Panda Car Rentals.

Red Panda Car Rentals is a French “EURL” – registered offices 787 Route du Foué, 74400 Chamonix. Registration number at the Chambre de Metiers et Artisans Annecy – 92082605400016 (SIRET)

- **GENERAL TERMS AND CONDITIONS OF THE CAR RENTAL AGREEMENT**

- In the current Rental Agreement, the **Renter** (hereinafter referred to as the renter) is the person renting the **Vehicle** specified in the Agreement (hereinafter referred to as the Vehicle) from the **Red Panda Rentals** (hereinafter referred to as the Company).
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- **1. Definitions, Substance of the Agreement and Object of Regulation**
- 1.1. The following abbreviations and definitions are used hereinafter in the Agreement:
- 1.1.1. The Terms and Conditions – the present standard terms or conditions of rent of the Vehicle which are the basis for rent and use of the Vehicle;
- 1.1.2. The Car Hire Company – the company stated on the front page of the Agreement;
- 1.1.3. The Renter – the person stated on the front page of the Agreement, who received the Vehicle for use from the Car Hire Company according to the present Agreement;
- 1.1.4. The Agreement – the rental agreement concluded between the Car Hire Company and the Renter, which consists of the present Terms and Conditions and the special terms and conditions stated on the front page;
- 1.1.5. The Vehicle – the Vehicle stated on the front page of the Agreement, the right of use of which belongs to the Car Hire Company, and which the Car Hire Company provides to the Renter for use according to the Agreement.
- 1.2. The present Terms and Conditions establish the rights and obligations of the Renter during use of the Vehicle. The Renter is aware that the right of use of the Vehicle belongs to the Car Hire Company, and that the Renter does not have powers for transfer of the rights and obligations accepted by him or her by conclusion of the Agreement to third persons (among other, for transfer of the right to the Vehicle). Rent or transfer of the Vehicle to third persons is permitted only on the basis of a prior written agreement with the Car Hire Company. The Car Hire Company allows the Renter to use the Vehicle in accordance with the present Terms and Conditions.
- 1.3. The Car Hire Company makes the present Terms and Conditions available to the Renter not later than at the time of conclusion of the Agreement. By signature of the Agreement the Renter confirms and the Renter has read and understood the present Terms and Conditions, and that the Renter undertakes to comply with them.

- 1.4. The Agreement is concluded for use of one Vehicle during the period stated in the Agreement and until return of the Vehicle into direct possession of the Car Hire Company ("the period of rent"). Provisions of the Terms and Conditions do not become invalid following return of the Vehicle, if their continued validity arises from their substance.

- **2. Conditions of Use of the Vehicle**

- 2.1. According to the Agreement, only the Renter and/or other persons who were included in the Agreement by the Car Hire Company as additional drivers are allowed to drive the vehicle. The Renter and the additional driver stated in the Agreement must possess a driver's license valid in France, he or she must have at least 2 years of driving experience and be at least 30 years of age.
- Driving of the vehicle is prohibited for the person (including the Renter):
 - 2.1.1. who does not comply with the requirements established by the Car Hire Company or by the law regarding validity of the driver's license, age of the person and/or other possible restrictions;
 - 2.1.2. who is under influence of alcoholic, narcotic or other substances, which impede consciousness and delay reaction ("state of intoxication"), or who is too tired, or whose health condition does not correspond to the requirements arising from the law.
- 2.2. The Renter is responsible for prudent use and careful driving of the Vehicle, and he or she undertakes to use the Vehicle only according to its designated purposes. The Car Hire Company reserves the right to return the Vehicle into its direct possession at any time, if the Renter does not perform the Terms and Conditions of the Agreement.
- 2.3. When leaving the Vehicle, the Renter undertakes to lock the Vehicle and to turn on the alarm system, if the Vehicle is equipped with it. The Vehicle must be parked in a place designated for parking. The Renter must not leave valuable items at a visible place in the vehicle. Safety belts and the child-restraint seat must be used according to the legal instruments applicable in the country where the Vehicle is used, and the Renter is responsible for correct installation and use of safety equipment.
- 2.4. The Renter undertakes to use fuel that is suitable for the Vehicle, and if a warning indicator is lit when the Vehicle is started, to check the level of oil and other liquids, and to contact a representative of the Car Hire Company. If the Vehicle is involved in a traffic accident or starts to malfunction, the Car Hire Company has to be immediately informed thereof via telephone. The Vehicle can be taken to a service or repair shop only under a prior permission of the Car Hire Company. It is also forbidden for the Renter to repair the Vehicle on his or her own.
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- 2.5. It is forbidden to use the Vehicle:
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 - 2.5.1. for transport of more people than permitted in the registration certificate or technical specification of the Vehicle;
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 - 2.5.2. for transport of a load that is heavier than permitted in the registration certificate or technical specification of the Vehicle;
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 - 2.5.3. for pushing or towing other vehicles (including trailers) or other objects;
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 - 2.5.4. for driving in off-road conditions or on roads that are not designated for the Vehicle;
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 - 2.5.5. for transport of items that have not been properly attached and fixed;
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- 2.5.6. for transport of items, transport of which damages the Vehicle of the interior of the Vehicle, or makes it impossible to immediately provide the Vehicle for rent again (including, for example, smell, smoke, strong stains, dirty cabin, scratched parts, etc.);
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- 2.5.7. for participation in rallies, test drives and competitions;
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- 2.5.8. in breach of the Traffic Act and other legal instruments in force;
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- 2.5.9. for actions contrary to the law;
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- 2.5.10. for sub-renting;
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- 2.5.11. for driving in areas where traffic is prohibited;
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- 2.5.12. for practice driving;
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- 2.5.13. for provision of taxi or shared travel services;
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- 2.5.14. for transport of animals.
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- 2.6. The vehicle may only be driven in France, Switzerland, Belgium, Italy and Germany.
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- 2.7. Smoking, consumption of alcoholic drinks and other narcotic substances in the Vehicle is prohibited.
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- 2.8. The Renter is aware that a GPS search system is installed in the Vehicle, allowing the Car Hire Company, if necessary, to identify location and speed of the Vehicle, activate its alarm system, activate blinking hazard lights and shut down the engine during the trip. The Car Hire Company has the right to search for the Vehicle that was not returned by the due time using the GPS search system, and, if necessary, to prevent its further movement and communicate the information regarding location of the Vehicle received through the search system to the police, to the owner of the Vehicle, to the insurer, and, if necessary, to authorized partners of the Car Hire Company used by the Car Hire Company for searching for Vehicles.
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- 2.8.1. During the effective period of the Agreement the Car Hire Company does not use the GPS search system of the Vehicle, and does not monitor movement of the Vehicle, unless it has a legitimate reason to suspect or it has received information that the Renter has materially breached the Agreement (for example: the Vehicle is in a country which it is not allowed to enter according to the Agreement), or if it is required by the police or any other institution/insurer of the Vehicle/owner of the Vehicle.
- **3. Transfer and Return of the Vehicle**
- 3.1. The Car Hire Company transfer to the Renter the Vehicle in an operating condition together with documents required for driving. The documents required for driving include documents that are required for use of the Vehicle by law, according to the information provided by the Renter to the Car Hire Company during booking of the Vehicle. Usually the documents required for driving are a copy of the registration certificate and the Agreement.
- 3.2. The Renter undertakes to return the Vehicle to the Car Hire Company in the place, on the date and at the clock time stated in the Agreement, and the Vehicle must be equipped in the same way and have the same documents as at the time of transfer of the Vehicle to the Renter.
- 3.3. The Car Hire Company has the right to early cancellation of the Agreement if it discovers that the Renter has materially breached the Terms and Conditions of the Contract, or submitted incorrect information to the Car Hire Company when he or she rented the Vehicle,

or does not manage to properly use the Vehicle. If the Car Hire Company demands early termination of the Agreement on the grounds described in the present Section, the Renter undertakes to immediately return the Vehicle to the Car Hire Company.

- 3.4. The Renter checks condition of the Vehicle when it is transferred by the Car Hire Company, and the Renter confirms with his or her signature on the front page of the Agreement that the Vehicle corresponds to descriptions provided in the Agreement. If the Renter identifies differences between descriptions provided in the Agreement and the actual condition of the Vehicle, the Renter must let the Car Hire Company make respective notes in the Agreement. During the period of rent the Renter is responsible for prudent use of the Vehicle, for careful driving, for additional equipment and documents required for driving, as well as for regular cleaning of the Vehicle during the period of rent (when the period of rent exceeds 7 days)
- 3.5. The Renter undertakes to return the Vehicle to the office of the Car Hire Company stated in the Agreement during its business hours. During the business hours the Renter has the right to demand from the Car Hire Company to inspect the Vehicle and record new faults. If the Renter waives this right, the Renter is responsible for the Vehicle until the time when the Car Hire Company performs inspection of the Vehicle and takes it into its direct possession. If the Renter returns the Vehicle outside the business hours, the Renter must observe the rules of return of Vehicles outside the business hours effective in the given Car Hire Company. In case of return outside the business hours or in case of return of the keys and the documents to the "key box", the Renter is responsible for the Vehicle until the time when direct possession of the Vehicle was accepted by the Car Hire Company. Direct possession of the Vehicle is deemed as having been accepted by the Car Hire Company, if the Car Hire Company received the keys of the Vehicle and had an opportunity to inspect the Vehicle (not later than within 72 hours after the time of return of the Vehicle stated in the Agreement).
- 3.6. If the Renter and the Car Hire Company agreed that the Vehicle will be returned in a place other than the office of the Car Hire Company, the Renter is responsible for the Vehicle and bears all possible costs related to the Vehicle until the time when the Car Hire Company accepted the Vehicle into its direct possession.
- 3.7. If the Renter does not return the Vehicle in the agreed place at the time of return stated in the Agreement, the Renter pays for every starting 24-hour period the rental charge for one day stated in the Agreement (additional days of rent are calculated according to Section 5.3.).
- 3.8. If the Renter returns the Vehicle, but does not return the documents and/or keys of the Vehicle in the agreed place, the Renter pays for every starting 24-hour period the rental charge for one day stated in the Agreement (additional days of rent are calculated according to Section 5.3.), until he or she returns the keys and the documents to the agreed place.
- 3.9. The Renter undertakes to pay an additional charge for cleaning of the Vehicle, if after the Vehicle is returned the Car Hire Company has to use a more thorough cleaning than the standard one. The amount of the additional charge depends on the actual cost of cleaning performed by the service provider selected by the Car Hire Company at own discretion.
- 3.10. If the Renter returns the Vehicle having exceeded the agreed mileage limit stated on the front page of the Agreement, the Renter undertakes to pay to the Car Hire Company the charge stated on the front page of the Agreement per every kilometer exceeding the permitted limit.
- 3.11. If weather conditions, darkness, place and/or time of return of the Vehicle do not allow the Car Hire Company to discover loss of parts of the Vehicle, and/or damage caused to the Vehicle and/or to its parts during the period of rent, or if it is harder to make such discovery due to dirty condition of the Vehicle, location of the damage and/or initial location of the missing parts, the Car Hire Company has the right to demand from the Renter reimbursement of the damage also if such damage is discovered only after acceptance of return the Vehicle. The Car Hire Company has the right to demand, on the basis of the present Section, reimbursement of only such damage which was discovered not later than within 72 hours after

acceptance of the Vehicle, under condition that during that time the Vehicle was not already rented to another person.

- **4. Liability of the Renter**

- 4.1. During the period of rent the Renter is fully liable for damage, theft and loss of the Vehicle and its parts. Parts of the Vehicle also include additional equipment provided together with the Vehicle. The Renter is not liable for damage only in the extent in which such damage is reimbursed to the Car Hire Company by the insurer (for example, reimbursements provided by motor third party liability insurance), or for which the Renter is not liable according to limitation of liability chosen by him or her and stated on the front page of the Agreement or included in the price of rent. If the Renter breaches the Agreement, no limitation of liability is applied, and in such case the Renter reimburses to the Car Hire Company all damage incurred by it. If a respective limitation of liability was not chosen or is not applicable due to another reason, the Renter reimburses to the Car Hire Company, among other, the cost of repair and/or replacement of the Vehicle or its parts, the revenue from rent lost due to repair or replacement of the Vehicle, the costs of parking and removal of the Vehicle, and the resulting administrative costs. The Car Hire Company has the right to choose at own discretion an insurer or extent of insurance protection, a repair company for the Vehicle, a seller of a replacement Vehicle or parts, or another service provider.
- 4.2. If the Renter has duly performed all Terms and Conditions of the Agreement, and damage, loss or theft of the Vehicle or its parts was not caused by an unauthorized user or due to negligence or intent of an authorized user (including consumption of alcoholic, narcotic, toxic, psychotropic or other intoxicating substances), liability of the Renter is limited as follows, provided that limitation of respective liability is stated on the front page of the Agreement.
 - 4.2.1. In case of damage, theft or loss of the Vehicle or its parts the insurance excess of 1,200€ is applied to the Renter. Excess waiver insurance can be purchased via a third party whose details will be supplied to the renter at the time of booking. It is at the discretion of the renter to accept or decline this insurance. If the limitations of liability stated in Subsection 4.2. of the Agreement are applicable, the Renter pays excess to the Car Hire Company separately for every event.
- 4.3. The Renter is fully liable for damage caused to the Vehicle due to inability of the driver to consider the height or clearance of the Vehicle. Application of the limitations of liability described in Section 4.2. does not release the Renter from such liability.
- 4.4. The limitations of liability described in Section 4.2. do not apply to malfunctions of engine, transmission and clutch, if they were caused due to use of incorrect driving technique. The cause of damage is established by an expert examination performed by the official dealer of the Vehicle in France.
- 4.5. For every puncture of a tyre during the period of rent the Renter undertakes to pay the penalty according to Section 10.
- 4.6. For every case of loss of additional equipment provided together with the Vehicle for the period of rent the Renter undertakes to pay the penalty according to Section 10. Application of the limitations of liability described in Section 4.2. does not release the Renter from such obligation.
- 4.7. The Renter undertakes to pay to the Car Hire Company the penalty amounting to the rental charge for up to 30 days, for the downtime caused by temporary inoperability of the Vehicle resulting from the damage caused to the Vehicle due to an accident or other incident that happened due to the Renter's fault. Downtime is calculated from the day of the accident or the day when the damage was caused, until the day when the Vehicle was taken back into operation.
- **5. Charges and Terms of Payment**
- 5.1. The rental charge is the price of the use of the Vehicle under the Terms and Conditions agreed upon at the time of signature of the Agreement. The rental charge includes the rent and charges for additional services that were accepted by the Renter and stated on the front

page of the Agreement. All charges are subject to taxation according to the legal instruments of France.

- 5.2. The rental charge is calculated on the basis of the price of rent effective at the time of booking of the Vehicle or conclusion of the Agreement, together with the prices of services included in the price of rent, and on the basis of the pricelist for additional services which is available to the Renter on the website and in the office of the Car Hire Company. 3.1 The Renter undertakes to perform the terms of validity of the price of rent. The terms of validity of the price include the terms of the period of rent, minimum duration of rent, available discounts, etc. In case of extension of the Agreement, calculation of the rental charge is based on the price of rent valid at the time of extension, which will be applicable to the entire period of extension. The Renter can choose a Vehicle that is different from the booked vehicle group for an additional charge.
- 5.3. Days of rent are calculated as 24-hour periods starting from the starting time of the period of rent of the Vehicle. Every following day of rent starts on the next day at the clock time when the Vehicle was provided on the first day.
- 5.4. If the Renter returns the Vehicle to the Car Hire Company before the date stated in the Agreement, no adjustment or reduction of price will be applied.
- 5.5. Based on the actual use of the Vehicle by the Renter, costs that could not have been foreseen at the start of the period of rent can be added to the rental charge. Such costs include costs related to failure to observe the terms of validity of the price of rent, costs related to failure to observe the time and/or place of return stated in the Agreement, costs related to reimbursement of damage caused to the Vehicle and/or its parts, charge for filling the tank and resulting service charge, costs resulting from return of the Vehicle outside the business hours and/or office of the Car Hire Company, costs of additional cleaning, costs of traffic and parking fines and resulting administration costs, costs arising from breach of the Terms and Conditions of the Agreement, and other costs arising from the use of the Vehicle by the Renter, unless the Car Hire Company and the Renter agreed otherwise. The Renter undertakes to pay all the above costs in full.
- 5.6. Final monetary obligations of the Renter are established after return of the Vehicle.
- 5.7. Deposit is paid by the Renter as earnest money for confirmation of conclusion of the Agreement and as a security of its performance. The Car Hire Company has the right to use the security to offset costs of rent services or other costs arising during the period of rent, or any respective damage.
- 5.8. The Car Hire Company has the right to demand from the Renter payment of the rental charge and the security on the basis of the effective pricelist.
- 5.9. By completion of the booking the Renter provides to the Car Hire Company the right to debit all obligations arising from the Agreement (rental charge, security) from the credit card, payment card of the Renter, or using another payment method accepted by the Car Hire Company.
- 5.10. The Car Hire Company has the right to deposit (or pre-authorize) the amount equal to the minimum cost of rent, excess, cost of a full tank and filling service charge.
- 5.11. In order to cancel the booking the Renter must submit an application at the office of the Car Hire Company located at the address 787 Route du Foué, Chamonix, 74400 or by e mail to info@redpandarentals.com.
- 5.12. If the booking is cancelled not later than 4 weeks before the start of the booking, the cost of rent will be refunded in full.
- 5.13. If the booking is cancelled later than 4 weeks before the start of the booking, or in case of *no-show* of the Renter, the cancellation charge is 100% of the cost of booking, i.e. all prepaid amounts (including security) are not subject to refund in any case.
- 5.14. If the booking is cancelled due to circumstances caused by the Renter (for example, among other, due to absence of the driver's license and/or other documents, absence of a

suitable bank card or funds, submission of incorrect data, etc.), the cancellation charge is 100% of the cost of booking, i.e. all prepaid amounts are not subject to refund in any case.

- **6. Fuel and Mileage Limit**

- 6.1. The Renter undertakes to pay for all fuel consumed by the Vehicle during the period of rent. The Car Hire Company undertakes to provide the Vehicle for rent with a full fuel tank, unless the Agreement provides otherwise, and the Renter undertakes to return the Vehicle with the full fuel tank, unless the Agreement provides otherwise. *If the tank of the returned vehicle is not full, the Renter must pay for the lacking fuel and for filling according to Section 10.1.12.*

- 6.2. The Renter undertakes to observe the mileage limit stated on the front page of the Agreement. In case of failure to observe the mileage limit the Renter must pay the charge for every kilometer exceeding the mileage limit according to Section 10.1.13.

- **7. Damage, Accidents, Theft and Vandalism**

- 7.1. The Renter undertakes to immediately inform the Car Hire Company via telephone of any traffic accident, accident, theft, damage to the Vehicle and/or its parts, and/or of any other incident that happened to the Vehicle, and to report such cases to the police, if the Car Hire Company demands that. In case of a technical malfunction that happened outside the operating time the Renter must call the car assistance number attached to the documents of the Vehicle and inform the Car Hire Company thereof at first opportunity.

- 7.2. The Renter undertakes to record the names, telephone number and addresses of participants in the incident and witnesses of the incident (i.e. collection of oral information only is insufficient), and, if possible, to take pictures of the place of the accident, and, in case of a traffic accident, to complete the traffic accident form (located in the glove compartment of the Vehicle), and to forward all information to the Car Hire Company at first opportunity. In case of deformation or heavier damage to the Vehicle, or where towing is necessary, the Renter calls the car assistance number attached to the documents of the Vehicle.

- 7.3. In case of an accident, theft and/or vandalism the Renter undertakes to complete and submit to the Car Hire Company a statement of accident or theft. The Renter also undertakes to submit to the Car Hire Company a signed letter of explanation that includes his or her description of the incident and a copy of the driver's license. If the Renter fails to submit the required documents, the Renter is liable in the amount of the initial acquisition cost of the Vehicle and other damage resulting from the accident, theft and/or vandalism (in such case neither of the limitations of liability described in Section 4.2. is applicable).

- 7.4. In case of theft of the Vehicle the Renter must transfer to the Car Hire Company the keys, a copy of the registration certificate and other documents of the Vehicle. If the Renter does not submit all required items to the Car Hire Company, or does not comply with other requirements stated in Section 7, neither of the limits of liability described in Section 4.2. releases the Renter from liability, and the Renter undertakes to reimburse to the Car Hire Company the initial acquisition cost of the Vehicle and other damage arising from theft of the Vehicle (including lost profit referred to in Section 4.1.).

- 7.5. The Renter undertakes to cooperate with the Car Hire Company, its insurers and law enforcement authorities in the course of investigation and resolution of legal issues arising from a traffic accident, theft and/or act of vandalism.

- **8. Liability of the Car Hire Company**

- 8.1. The Car Hire Company is not liable for any losses or damage arising from rent of the Vehicle caused to the Renter or third persons, except for direct proprietary damage if it was caused by gross negligence or intent of the Car Hire Company. The Car Hire Company is not liable for indirect damage (including lost profit), damage arising from rent of the Vehicle, non-proprietary damage or any other special damage. Among other, the Car Hire Company is not liable for possible direct or indirect damage caused to the Renter due to impossibility to use the Vehicle during the period of rent resulting from malfunction of the Vehicle, which is subject to repair according to the warranty provided by the manufacturer of the Vehicle. In the given

case the Car Hire Company has the right to provide to the Renter another rental vehicle, unless the Renter immediately informs the Car Hire Company of his or her wish to cancel the Agreement.

- 8.2. The Car Hire Company is not responsible for property and items of the Renter, additional drivers and passengers, that were left in the Vehicle during the period of rent.
- **9. Parking and Traffic Fines**
- 9.1. The Renter is fully liable for all traffic and parking fines received during the period of rent, and for other violations of law and their consequences.
- 9.2. If the Renter receives a traffic or parking fine during the period of rent, the Renter must inform the Car Hire Company thereof when the period of rent expires. If the Renter does not pay traffic or parking fines, the Car Hire Company can disclose data of the Renter and send it to third persons for the purpose of recovery of the fines.
- 9.3. If, in the case stated in Section 8.1., the Car Hire Company pays the fine instead of the Renter, the Renter must reimburse all such costs to the Car Hire Company, and pay the resulting late payment penalties, pay for other obligations arising from the law, reimburse other damage, and pay the service fee according to Section 10.1.2.
- **10. Penalties, Service Fees**
- 10.1. The Renter pays to the Car Hire Company:
 - 10.1.1. In case of traffic accidents which result in confiscation of the Vehicle or its parts by law enforcement authorities – the penalty of 1200,00 €;
 - 10.1.2. If the Car Hire Company is served a traffic or parking fine due to the Renter – the service fee of 60.00 € for a natural person and 100.00 € for a legal entity for processing of the fine; we will keep 250€ from the deposit for an extra 2 weeks to cover any fines received.
 - 10.1.3. In case of use or return of the Vehicle in a country that was not agreed in the Agreement – the penalty of 1000.00 € per country, and the Renter also reimburses all damage related to return of the Vehicle;
 - 10.1.4. In case of return of the Vehicle to the car park not provided for by the Agreement – the penalty of 100 €, and the Renter also reimburses, among other, all damage related to return of the Vehicle, and the costs of parking;
 - 10.1.5. for smoking in the Vehicle – the penalty of 200.00 €;
 - 10.1.6. for absent or damaged car key – the penalty of 250.00 €;
 - 10.1.7. for absent document or documents – the penalty of 200.00 €;
 - 10.1.8. for punctured tyre – the penalty of 100.00 € for every punctured tire;
 - 10.1.9. for absent or broken additional equipment – the penalty of 400.00 €;
 - 10.1.10. for every absent or broken part of the car equipment – the penalty will be charged according to the price list which is available in the rental company offices. The maximum charge will not exceed 1,200€.
 - 10.1.11. in case of necessity to perform dry cleaning of the cabin – the service fee of 250.00 €;
 - 10.1.12. in the case stated in Section 6 – the penalty of 2.00 € for every liter of fuel;
 - 10.1.13. in the case of breach of the mileage limit designated for the Vehicle (as shown on the agreement) – the penalty of 0.15 € for each kilometer exceeding the mileage limit.
- 10.2. All charges include the value added tax.
- 10.3. The basis for assessment of the damage caused to the Vehicle is a respective pricelist prepared by the official dealer of the Vehicle in France.
- 10.4. In addition to payment of the penalty and/or service charge the Renter also undertakes to reimburse to the Car Hire Company all damage that exceeds the amount of the penalty and/or service fee.
- **11. Processing of Personal Data**
- 11.1. By signature of the Agreement the Renter allows the Car Hire Company to use his or her personal data, and to store and process the data arising from the Agreement according to the needs of the Car Hire Company, which include statistical analysis, solvency checks and protection of property of the Car Hire Company. The Car Hire Company has the right to store

and process personal data of the Renter for as long as it is reasonably necessary for achievement of the goals for which the Car Hire Company has the right to process the data. If the Renter breaches the Agreement, the Car Hire Company has the right to disclose such data and send it to third persons according to the need to eliminate the damage caused to the Car Hire Company by breach of the Agreement, and to preclude any further damage.

- 11.2. The Renter agrees that the following personal data of the Renter disclosed to Red Panda Rentals: personal identification/registration code of the Renter, start date, end date and amount of payment default.
- **12. Direct Marketing**
- 12.1. The Car Hire Company sends to the Renter newsletters and offers using the e-mail address of the Renter only if the Renter has expressed his or her consent to that, by entering his or her e-mail address on the website, and informed the Car Hire Company of his or her wish to receive direct mail messages.
- 12.2. The Renter has the right to unsubscribe from receipt of newsletters and offers, by notifying the Car Hire Company thereof via e-mail or by following instructions contained in the e-mail listing the offers.
- **13. Validity of the Terms and Conditions**
- The present Agreement is regulated by the legislation of the Republic of France. All disputes arising from the present Agreement are resolved by way of negotiations between the Car Hire Company and the Renter. If the Car Hire Company and the Renter fail to reach an agreement, the respective dispute is resolved in court according to legal instruments of the Republic of France.